

1 Kenneth I. Litton (SBN 173062)  
2 **KATE WARNER CONSTRUCTION LAWYERS**

3 1005 A Street, Suite 312  
4 San Rafael, CA 94901  
5 Telephone: (415) 457-7977  
6 Facsimile: (415) 457-2663  
7 E-Mail Ken@kwcl.law

Per local Rule, This case is assigned to  
Judge Weil, Edward G, for all purposes.

8 Attorneys for Plaintiffs  
9 DMITRI BITOUK and MASHA ZELICHENOK

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA

DMITRI BITOUK and MASHA  
ZELICHENOK,

Plaintiffs,

vs.

BRIAN KOEPKE, an individual doing  
business as KEPKEE CONSTRUCTION  
and DOES 1 to 40, Inclusive,

Defendants.

SUMMONS ISSUED

CASE NO. C25-02558

**PLAINTIFFS DMITRI BITOUK  
AND MASHA ZELICHENOK'S  
COMPLAINT FOR:**

- (1) BREACH OF ORAL CONTRACT;
- (2) BREACH OF THE COVENANT OF  
GOOD FAITH AND FAIR  
DEALING;
- (3) BREACH OF IMPLIED  
WARRANTY;
- (4) GENERAL NEGLIGENCE; and
- (5) ACCOUNTING

**THE PARTIES**

1. Plaintiffs DMITRI BITOUK and MASHA ZELICHENOK ("Plaintiffs") are husband and wife. At all times relevant to this Complaint, Plaintiffs were and are the owners of real property located at 134 Diablo View Drive, Orinda, California (hereafter referred to as the "Property").

2. Defendant BRIAN KOEPKE ("KOEPKE" or "Defendant") is an individual who at all times relevant to this Complaint, was doing business as Kepkee Construction under Contractor State License Board ("CSLB") Number 394982.

3. Plaintiffs are currently ignorant of the true names and capacities of Defendants sued herein as DOES 1 through 40, inclusive. Plaintiffs are also currently ignorant of the appropriate charging allegations and theories of liability with respect to said fictitiously named Defendants. Plaintiffs therefore sue such Defendants by such stated fictitious names and will amend this Complaint to allege the true names, capacities and liabilities of such fictitiously named Defendants when the same is ascertained. Based on information and belief, each of the fictitiously named Defendants designated herein is legally responsible and liable in some manner for the events referred to and is/are, therefore, liable and responsible to Plaintiffs for an amount to be hereinafter determined.

4. Plaintiffs are informed and believe and thereon allege that at all times herein mentioned, each Defendant named or fictitiously named herein, acted in his, her, or its own right, and also was or is the agent, employee or servant of each of the other Defendants, as to each of the matters set forth herein, and based on information and belief, each such Defendant, whether fictitiously or individually named, or named in any other capacity, was at all times acting within the scope and purpose of such agency, employment or service; or alternatively, if the acts of each such Defendant were not authorized at the time, such acts were subsequently ratified by the appropriate principal.

**VENUE**

5. Venue is proper before this Court as all relevant events occurred within Contra Costa County. Specifically, the subject oral contract was entered into in Contra Costa County, the subject property is located in Contra Costa County and the work at issue was performed in Contra Costa County. Finally, on information and belief, Defendant KOEPKE's principal place of business is located in Contra Costa County.

## FACTUAL BACKGROUND

## The Home Remodel Project

6. At all times relevant to this action, Plaintiffs were inexperienced in terms of home remodeling or construction.

1           7.       Plaintiffs' purchased the Property in January 2024 intending to make it their  
2 "forever dream home." Based on deck work performed by KOEPKE on Plaintiffs' prior  
3 home, Plaintiffs' hired KOEPKE to perform extensive improvements to the Property.

4           8.       Although KOEPKE held himself out at all times relevant to this Complaint as  
5 a licensed general contractor, he violated several California Contractor licensing laws while  
6 working at the Property. These included the following:

- 7           a) Not using signed written contracts;
- 8           b) Not providing a fixed price and employing a time and materials model;
- 9           c) Failing to take out necessary permits for the work; and
- 10          d) Other violations of the Business & Professions Code ("B&P") § 7159.

11          9.       Instead of employing a fully executed written contract complying with B&P  
12 § 7159, KOEPKE charged Plaintiffs hundreds of thousands of dollars based on four  
13 unsigned "Contracts." These unsigned "Contracts" are divided into four phases and are  
14 respectively attached hereto as Exhibits A to D.

15          10.      KOEPKE performed work at the Property from January 2024 to at least  
16 December 2024 when serious deficiencies with his work began to manifest.

17 Defective Work

18          11.      On December 22, 2024, Plaintiffs discovered water leaks in multiple areas of  
19 the Property resulting from KOEPKE's defective work. This included:

- 20           a) Leaks at 6 out of 8 installed windows; and
- 21           b) Leaks into the living room, office, and kitchen areas from two balconies  
22 "waterproofed" by KOEPKE;

23          12.      Plaintiffs provided KOEPKE with several opportunities to repair serious  
24 defects at the Property, but none of these repair attempts were successful.

25 Further Investigation

26          13.      As KOEPKE was unable to adequately provide lasting repairs to several  
27 identified deficiencies, Plaintiffs were forced to hire industry consultants to further evaluate  
28

1 KOEPKE's work. These consultants have identified serious construction defects created  
2 by KOEPKE including life/safety issues. A partial list of these defects is as follows:

3 a) Defective stucco application resulting in water intrusion and damage to  
4 underlying layers of the home including building paper and sheathing;

5 b) Incomplete stucco application leading to exposed framing with signs of water  
6 intrusion;

7 c) Defective epoxy application at fireplace creating a life/safety issue;

8 d) Electrical wiring buried in flooring using wire mold instead of conduit thereby  
9 creating a life/safety issue;

10 e) Lack of waterproofing at all bathrooms resulting in water intrusion and damage to  
11 other parts of the home including the kitchen ceiling and floor sheathing;

12 f) Defective window installation, including installing windows upside down, resulting  
13 in several instances of water intrusion damaging other parts of the home including  
14 sheathing, framing, subfloors, and other finishes;

15 g) Defective door installations resulting in water intrusion damage to interior portions  
16 of the home; and

17 h) Defective waterproofing at deck resulting in water intrusion and damage to  
18 framing and contributing to leaks at living room windows traveling into the living  
19 room walls.

20  
21  
22  
23 **FIRST CAUSE OF ACTION**  
24 **(Breach of Oral Contract Against KOEPKE and DOES 1-10)**

25 14. Plaintiffs reallege and incorporate by reference all the preceding paragraphs  
26 as though fully set forth in this cause of action.

27 15. As a licensed general contractor subject to the State Contractor Licensing  
28 Laws, KOEPKE was or should have been aware that a written contract that complied with

1 B&P § 7159 was required for his work performed at the Property. Instead, KOEPKE  
2 entered into oral contracts with Plaintiffs for the work identified in Exhibits A top D.

3 16. KOEPKE and Does 1-10 have since breached and continue to breach that  
4 contract by several acts including the following:

- 5 a) Performing the contracted work in a defective manner below industry standards;
- 6 b) Illegally charging Plaintiffs for work on a time and material basis;
- 7 c) Concealing defective work from Plaintiffs;
- 8 d) Charging Plaintiffs for additional work without Plaintiffs' approval; and
- 9 e) Performing work without the required permit/s.
- 10 f) Failing to have work properly inspected by the appropriate authority;

11 17. Plaintiffs have performed all of their contractual obligations to KOEPKE  
12 except those obligations that Plaintiffs were prevented or excused from performing.

13 18. Plaintiffs have suffered damages proximately caused by KOEPKE's  
14 breaches in an amount to be proven at the trial of this matter.

15 WHEREFORE, Plaintiffs pray for judgment as set forth below.

16 **SECOND CAUSE OF ACTION**  
17 **(Breach of the Covenant of Good Faith and Fair Dealing Against KOEPKE**  
**and DOES 1-10)**

18 19. Plaintiffs reallege and incorporate by reference all the preceding paragraphs  
19 as though fully set forth in this cause of action.

20 20. In every contract or agreement, there is an implied promise of good faith and  
21 fair dealing. This means that each party will not do anything to unfairly interfere with the  
22 right of any other party to receive the benefits of the contract.

23 As discussed above, Plaintiffs and KOEPKE entered into an oral contract for  
24 significant work at the Property. Plaintiffs performed every obligation required to be  
25 performed by them under the agreement, except those Plaintiffs were prevented or  
26 excused from performing.

27 Defendant KOEPKE and Does 1-10 unfairly interfered with Plaintiffs' right to receive  
28 the benefits of the agreement by failing to perform the contracted for work free of defects.

1           21.     KOEPKKE and Does 1-10's breach of the implied covenant of good faith and  
2 fair dealing was the direct and proximate cause of Plaintiffs' damages the full extent of  
3 which will be presented at trial.

4           WHEREFORE, Plaintiffs pray for judgment as set forth below.

5                                   **THIRD CAUSE OF ACTION**  
6                                   **(Breach of Implied Warranty Against KOEPKE and DOES 11-20)**

7           22.     Plaintiffs reallege and incorporate by reference all the preceding paragraphs  
8 as though fully set forth in this cause of action.

9           23.     Defendant KOEPKE and DOES 11 through 20, and each of them, impliedly  
10 warranted that all work each of them performed at the Property would be done in a  
11 reasonably workmanlike manner and would be free from defects and fit for the intended  
12 and ordinary purposes.

13           24.     At all times alleged herein, Plaintiffs relied on the skill and judgment of  
14 these Defendants to select and provide the products, materials and goods as well as to  
15 perform the contracted for work at the Property free from defects and fit for reasonable  
16 residential use.

17           25     As a direct and proximate result of these Defendants' acts and omissions,  
18 Plaintiffs have suffered damages as set forth herein.

19           WHEREFORE, Plaintiffs pray for judgment as set forth below.

20                                   **FOURTH CAUSE OF ACTION**  
21                                   **(General Negligence Against KOEPKE and DOES 21-30)**

22           26.     Plaintiffs reallege and incorporate by reference all the preceding paragraphs  
23 as though fully set forth in this cause of action.

24           27.     During all relevant periods where work was being performed at the Property  
25 by KOEPKE and/or Does 21-30, Defendants owed a duty to Plaintiffs to exercise  
26 reasonable care in performing their functions, duties and responsibilities in their various  
27 capacities. Said Defendants knew or should have known with reasonable certainty that  
28 Plaintiffs would suffer damages if said Defendants failed to perform their duties in a  
reasonable manner.

1           28. Said Defendants failed and neglected to perform their functions, duties, and  
2 responsibilities in their capacity described above, in a reasonable manner, within the  
3 prevailing standard of care and breached their individual duties of care to the Plaintiffs.

4           29. As a legal and direct result of the negligence of said Defendants, Plaintiffs  
5 have suffered and will continue to suffer damages. The precise amount of such damages  
6 will be established at the time of trial according to proof. To date, said damages include,  
7 but are not limited to:

8           a) The cost of repairing defective work performed at the Property including  
9 numerous areas of water intrusion that have damages several areas of the Property;

10          b) The cost of relevant expert investigation; and,

11          c) The loss of use and enjoyment of the Property.

12          WHEREFORE, Plaintiffs pray for judgment as set forth below.

13                                   **FIFTH CAUSE OF ACTION**  
14                                   **(Accounting Against KOEPKE and DOES 31-40)**

15          30. Plaintiffs reallege and incorporate by reference all the preceding paragraphs  
16 as though fully set forth in this cause of action.

17          31. Prior to the cessation of KOEPKE's work at the Property, Plaintiffs had  
18 already paid KOEPKE several hundred thousand dollars.

19          32. Following the cessation of KOEPKE's work on their home, Plaintiffs have  
20 come to learn of many serious accounting irregularities on the party of KOEPKE including:

21          a) Double billing work;

22          b) Performing and charging for unauthorized work; and

23          c) Overcharging for work performed.

24          33. Based on the evidence uncovered to date, Plaintiffs allege that they have  
25 been excessively over-billed and over-charged by KOEPKE resulting in Plaintiffs  
26 significantly overpaying KOEPKE. However, the exact amount of such sums are currently  
27 unknown to Plaintiffs and cannot be ascertained without a complete accounting with the  
28 production of all back-up documentation to substantiate the relevant charges, KOEPKE's

1 true and actual costs, and KOEPKE's mark-ups.

2 34. By this accounting claim, Plaintiffs seek to obtain an Order from the Court  
3 requiring KOEPKE to provide Plaintiffs complete access to all KOEPKE project documents  
4 relating to work performed at the Property. If these documents reveal that Plaintiffs'  
5 information and belief as to having been overcharged is accurate, Plaintiffs' respectfully  
6 request the Court to order KOEPKE to provide Plaintiffs a refund and restitution of all  
7 amounts Plaintiffs overpaid and such related damages as the Court may deem proper.

8 WHEREFORE, Plaintiffs pray for judgment as hereinafter set forth.

9 **PRAYER**

10 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of  
11 them, as set forth below.

12 1. For general and special compensatory damages, including repairs,  
13 mitigation, loss of use and the like according to proof at trial;

14 2. For interest at the legal statutory rate on all damages herein pled;

15 3. For costs of investigation according to proof at trial;

16 4. For costs of suit herein incurred;

17 5. For a full Accounting by Defendant KOEPKE of all amounts charged to and  
18 paid by Plaintiffs with full access by Plaintiffs to KOEPKE project documents;

19 6. For restitution to Plaintiffs of all amounts overpaid resulting from the ordered  
20 Accounting with interest; and

21 7. For such other and further relief as the Court may deem proper.

22  
23 DATED: September 5, 2025

**Kate Warner Construction Lawyers**

24  
25 By: 

Kenneth I. Litton

Attorneys for Plaintiffs

DMITRI BITOUK and MASHA ZELICHENOK



## EXHIBIT A

Brian Koepke  
1070 Pereira Rd.  
Martinez, CA 94553  
Lic #394982  
925 260-4332

Mashka Zelichennok  
Dmitri Bitouk  
134 Diablo View  
Orinda Ca

January 10, 2024

## Kitchen/family room

- Remove all cabinets- store sub zero and wine fridge in garage- all other will be thrown away (keep 2 large door panels)
- Remove fireplace complete including hearth and wall on the left
- Frame in window ( from inside only)
- Frame for new fireplace per manufacturer's specs
- After new unit is installed, apply substrate for porcelain to be installed
- Owner to supply porcelain - contractor to get quote for fabrication(not included in this proposal)
- Remove trim along top
- Remove arch between kitchen and family room
- Flatten all stub walls that have pointed details
- Owner to advice about arch at skylight area
- Build pony wall
- TBD: trench the slab to run the gas line to the freestanding island (about 6 ft run). Owner will investigate the radiant heat presence. No bid given at this time

## Living room

- Remove arches on both sides of living room
- Remove entire fireplace structure
- Frame for new fireplace and exhaust chase per owner and manufactures specs

- After unit is installed apply substrate materials
- Owner to supply porcelain - Contractor to get quote for fabrication ( not included in the proposal)

## Office

- Remove shelves from left side coming in and part of wall on the end

## Lower powder room

- Remove mirrors and gold facade above
- Re-tile the shower (wall tile 47x18, shower pan tile - mosaic)
- Demo the vanity
- Demo plastic wall panel throughout
- Tile the walls (wall tile 47x18)
- Install a glass door for the shower
- Replace the toilet (supplied by the owner)
- Lower floor in shower to build curbless shower

## Laundry Room

- Remove vinyl flooring
- Install floor tile 24x24 (supplied by the owner)
- Demo existing cabinets
- Install new cabinets including new water tap fixture (supplied by the owner)

## Upstairs bathroom #1

- Re-tile the shower (wall tile 47x18, shower pan tile - mosaic).
- Install a new shower head (supplied by the owner).
- Pan to be vinyl with mortar and walls to have tile backer board
- Lower floor in shower area for curbless shower
- Install tile on all of the walls (47x18)
- Install floor tile (24x24) - supplied by the owner
- Demo the vanity. Install new wall hanging vanity (supplied by the owner)
- Replace the toilet (supplied by the owner)

## Upstairs bath # 3

- Install wall tile on the vanity wall only (47x18)
- Demo the floor tile
- Install floor tile (24x24) - supplied by the owner
- Demo the bathtub and build a shower with a glass door
- Lower floor in shower area for curbless shower
- Pan to be vinyl with mortar and walls to be tile backer board
- Demo the vanity. Install new wall hanging vanity (supplied by the owner)
- Replace the toilet (supplied by the owner)

## Master bathroom and shower

- Demo all of the floor tile
- Demo the vanity / mirrors
- Demo cabinets on the steps leading the closet
- Install all tile on the vanity wall (47x18)
- Install all tile on the window wall (47x18)
- Install tile on the wall behind the bathtub
- Install floor tile (24x24)
- Install floor tile in bathroom, shower, toilet and closet areas (the hallway between the shower and the bathroom will engineering flooring)
- Remove all tile in shower area and floor
- Install vinyl pan with mortar and walls to have tile backer board
- Install new tile in the shower wall (47x18) and floor (mosaic)
- Demo the whirlpool tub.
- Install a freestanding tub (the floor under the tub is plywood - no gypcrete / radiant)
- Replace the toilet (supplied by the owner)

## Master bedroom

- Remove entire fireplace
- Frame for new unit per specs provided
- After new unit is installed -install sub base materials
- Owner to supply porcelain- contractors to get quote on fabrication at a later date

## Master balcony

- Demo the existing tile
- Install new 24x24 tile (supplied by the owner)

## Area outside of the entrance door

- Demo the existing tile
- Install new 24x24 tile (supplied by the owner)

## Throughout house

- Remove all carpet
- Carefully remove tile of radiant heat floor, estimated area 790 sq ft. The Contractor will take all the possible precautions not to puncture or harm pipes in the floor, but no guarantee is given. Owner must confirm if radiant heat is in shower pan area, if it is, owner to locate pipes
- Patch drywall for all removed areas, tape and smooth finish- ready for paint
- No bid for painting is given
- Tile all areas on the first floor with 47"x47" provided by the client- no labor bid included in this phase
- Install engineering wood flooring on the stairs and second floor (except bathrooms) No bid given for this item until square footage is known. Owner to find out if hardwood has a matching stair nosing, if not contractor to give bid to fabricate and match color for stairs
- Remove all triangular trim along ceiling line
- Remove all trim around interior doors and three sides of all window with trim. Replace with paint grade similar style flat trim
- No tile or grout materials included in any areas
- No leveling or flattening included- we will asses after demo
- Installation of 4x4 tile and member not given at this time
- No plumbing fixtures included
- No plans or permits included
- All clean up and hauling included
- Once owner gives detailed drawing of fireplaces and vanities, contractor can give fabrication and installation bid
- Owner to give contractor details of kitchen/vent hood, so pipe can be run before drywall taping is done. No bid given for this at this time
- No electrical is included
- 

Total for the above work is \$189,400. Invoiced as work progresses, initial invoice will be at start of work.

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Owner

Date

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Brian Koepke

Date

Additional work

Drains

Valves

Fans

Remove and patch benches

## EXHIBIT B

Brian Koepke  
1070 Pereira Rd  
Martinez Ca 94553  
925-260-4332  
Lic# 394982  
Kepkeeconstruction.com

Dimitri Bitouk  
Masha Zelichenok-Bitouk  
134 Diablo View Orinda CA

February 29, 2024

#### Phase 2 scope

- Remove and haul off 4 French doors and two windows in living room and kitchen area
- Install new french doors and windows for above units, one French door becomes a window to match existing other two windows
- owner approved specification and contractor responsible for measurements
- Remove two window and fireplace framing- leaving metal post in the kitchen area. Frame around metal post and stucco. \*\*\* credit is given from phase 1
- Install one new fixed window
- Remove and haul off two windows in master bedroom
- Frame new opening approximately 6 inches off floor
- Remove two windows in family room and replace with new fixed to match other windows and doors
- Supply and Install new units for all doors and windows mentioned above
- Patch stucco around new windows and doors, texture to be as close to existing as possible- a perfect match is not expected. No painting
- Remove bench seats in master and daughters room- patch drywall- float floor up to room height
- Add Panasonic fans to three bathroom- total of 3
- Supply linear drains for four showers
- Supply 5 shower valves ( two in master)
- Supply and install plumbing trim for all showers
- Remove wall in powder room, frame for new pocket door
- Install pocket door and re use existing door
- Move all electrical switches to inside the bathroom



- Frame two new walls for mudroom
- Build area up to higher level to complete new mudroom area
- Install pocket door and re use existing door
- Drywall and finish new walls
- All existing doors to garage and storage remain
- Note: joint in floor where new and old come together has a high likelihood of cracking
- No change to closets
- Remove bay window framing and column in stairs ( no other work bid at this time)
- Living room fireplace now will go up to the ceiling ( approximately 17 ft) and must be firewalled on the interior. New exit for exhaust at 2nd story balcony. \*\*\* credit is giving from phase one quote
- Run gas line across ceiling and patch drywall
- No new metal caps bid for existing living room fireplace or new/old cap at master and kitchen.
- New waterproofing balcony (not included in this quote- I will get my roofer to look at it)
- No electrical is included in either Phase 1 or phase 2 unless specifically started.

Total labor and materials \$128,450- 20 % demolition, 20% framed, 20% drywall hung, 20% windows/doors installed, 10% stucco patched and 10% on completion.

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Owner

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Date

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Brian Koepke

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Date

Front door labor and materials \$10,755 materials and \$2700 labor.

Stair drywall railing

Electrical

Deck water proofing

## EXHIBIT C

Brian Koepke  
1070 Pereira Rd  
Martinez Ca 94553  
925-260-4332  
Lic# 394982  
Kepkeeconstruction.com

Dimitri Bitouk  
Masha Zelichenok-Bitouk  
134 Diablo View Orinda CA

June 13, 2024 (revised 12/28)

Throughout the house

- Install owner supplied tile and grout first floor
- Install Ditra on all floor prior to tile
- Install owner supplied wood flooring on the stairs and entire upstairs. Any transition strips needed owner will supply
- Remove existing hinge and door knobs and install owner selected hinges and hardware(owner to confirm finish prior to ordering)
- Supply and install front door(selected and approved by owner, no handle or lock included)
- No bid given to replace or patch old fireplace caps at this time
- No electrical trim included ( once owner supplies details, I can quote)

Kitchen/Family room

- Build wall along angled area of kitchen and close off top
- Cut and install new conduit to supply island micro and plugs
- Rewire the entire kitchen per owner's drawing. Including new circuits needed
- Install owners internal blower and exit under angled windows
- Install owner supplied cabinets
- Install niche in existing wall
- Fabricate and install quartz countertops with full backsplash. Quartz included in this quote

Living room

- Cut concrete and install plugs in floor/
- Move wiring from floor to wall for switch
- Build surface mounted wood access door for heated floor elements
- Install owner supplied porcelain on face of fireplace
- Lower framing and drywall approximately 1.5 inches for venting (this was done but I am removing the cost )

#### Stairs

- Drywall and finish curved wall on left side going up stairs
- Install pipe railing with powder coat - color selected by owner
- Patch areas around window
- Remove the existing 4" can and install a ceiling box (about 2' away from the existing can)

#### Mud room

- Install 2 can lights provided by owner

#### Decks

- Remove existing tile and mortar
- Move drains and replace
- Waterproof and install new mortar pans
- Install tile supplied by owner

#### Powder room

- Install tp and towel bars - owner supplied

#### Master bedroom

- Install owners porcelain on fireplace

#### Bathroom 1

- Install tp and towel bars - owner supplied

Bathroom 2

- Install can lights provided by owner
- Run plug(s) per owner

No mirror or light fixtures included

No painting included in this bid

Total quote for labor and materials is \$222,450 Billed as work progress

---

Owner

Date

---

Brian Koepke

Date

## EXHIBIT D

Brian Koepke  
1070 Pereira Rd  
Martinez Ca 94553  
925-260-4332  
Lic# 394982  
Kepkeeconstruction.com

Dimitri Bitouk  
Masha Zelichenok-Bitouk  
134 Diablo View Orinda CA

December 28, 2024

- Remove all foam plant ons and color coat entire house with acrylic process
- Remove rear metal and foam patio and haul off
- Supply new hardware for all doors
- Install custom handrail for stairway
- Remove entire kitchen ceiling, rough wire for can lights and switches
- Hang new drywall in the kitchen and finish
- All four bathrooms
  - Remove drywall in vanity areas
  - Move all rough plumbing per owners sketch ( owner approved locations prior to tile
  - Wire per owner for mirrors, lights and or sconces
  - Hang drywall back in areas and rough tape
- In powder room- build new wall in vanity area, floor to ceiling. Extend rough plumbing. Move can light and patch ceiling
- Locate, cut concrete and patch leak in entry
- Install new dining room light and LED upper strips

Total for above work, labor and materials is \$89,200